

**City of South Bend**  
**Council Meeting**  
**Monday, May 13, 2019 @ 5:30 pm**  
**Council Chambers**  
**1102 W. First Street, South Bend, WA**

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1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda  
Approval of Minutes: *April 22, 2019 Regular Meeting*
4. Correspondence
5. *Pacific County Communications (PACCOM) Interlocal Agreement (Action)*
6. *Spring Clean Up (Action)*
7. Items from the Public ***(3 Minute Limit)***
8. Department Head Reports:
  - i) Police Chief Eastham
  - ii) City Supervisor Houk
  - iii) Clerk/Treasurer Roberts
  - iv) Fire Department
9. Mayor's Report
10. Council Comments
11. Adjournment

*The City of South Bend strives to provide access and services to all members of the public. Please notify the City at least 48 hours prior to an event if reasonable accommodations are needed.*

**NOTICE** – All proceedings of this meeting are sound recorded  
Except Executive Sessions.

Next Regular Meeting: Wednesday, May 29, 2019 @ 5:30 PM

# **South Bend Council Meeting**

**Monday, May 13, 2019**

## **CONSENT AGENDA**

### **1. Approval of Vendor Checks**

**Vendors – Check #44998 thru Check #45047 - \$308,173.64 Including EFT Payments**

***Check #44973 thru #44997 VOIDED***

### **2. Approval of Payroll Checks**

**Payroll – Check #24605 thru Check #24621 - \$97,005.30 Including Direct Deposit**

05/13/19

	VENDOR	AMOUNT	
44998	Aberdeen Office Equipment, Inc.	\$ 344.50	Office Supplies - City Hall
44999	ALS Group USA Corp	\$ 20.00	Water Samples
45000	Beans & rocks, LLC dba Hawk's Superior Rock	\$ 291.87	Stockpile
45001	Borden's Auto Parts, Inc.	\$ 272.60	Repair/Maintenance - Police \$10.80, Fire \$7.88, Water/Sewer \$253.92
45002	Bud's Lumber & Electric	\$ 333.04	Operating Supplies - Fire \$86.64, Streets \$105.45, Parks \$2.33, Water \$117.98 and Sewer \$20.64
45003	C & R Electric Motor Service, Inc.	\$ 1,095.25	Repair/Maintenance - Sewer Fund
45004	Cascade Computer Maintenance, Inc.	\$ 5,907.83	Repair/Maintenance - Water \$497.42 and Capital Outlay - \$5,410.41 (Dee, Kim, Dennis & Julie)
45005	Chinook Observer	\$ 184.80	Employment Ad (2) Civil Service and Public Works
45006	City of Raymond	\$ 52,846.69	RWWTP Loan Payment \$32,279.85, RWWTP M & O - March 2019 \$19,771.52 & Intertie \$795.32
45007	Coast Controls & Automation, Inc.	\$ 2,594.40	Repair/Maintenance - Water Fund
EFT Pay	Comcast - EFT Pay	\$ 872.01	All Depts
45008	Crystal Springs	\$ 106.36	Water Service - Public Works
45009	Dennis Company	\$ 143.84	Operating Supplies - Water Fund
45010	Dept of Commerce	\$ 47,557.33	Loan Payment - PWTF Water Treatment Plant (Last Payment)
	Dept of Commerce	\$ 26,736.84	Loan Payment - PWTF Martin Creek Reservoir (Next Payment 5/2020-Payoff 2027)
	Dept of Commerce	\$ 58,370.23	Loan Payment - PWTF Inflow & Infiltration Abatement (Next Payment 5/2020-Payoff 2021)
	Dept of Commerce	\$ 64,035.08	Loan Payment - PWTF Wastewater Treatment Plant (Next Payment 5/2020-Payoff 2028)
EFT Pay	Dept of Revenue - EFT Pay	\$ 6,831.91	April 2019 Excise Tax on Water/Sewer/Garbage
45011	Dept of Transportation	\$ 1,620.14	Fuel - Public Works \$586.38 and Police Dept \$1,033.76
45012	Dooley Enterprises, Inc.	\$ 711.03	Operating Supplies - Police Dept
45013	Englund Marine & Industrial Supply	\$ 498.53	Operating Supplies - Water/Sewer Fund
45014	Eric Weston	\$ 541.25	Reimbursement - Judicial College
45015	Evoqua Water Technologies	\$ 1,948.48	Operating Supplies - Water Fund
45016	Fastenal	\$ 396.91	Operating Supplies - Water/Sewer Fund
45017	H.D. Fowler Company	\$ 1,477.86	Operating Supplies - Water Fund
45018	Hach	\$ 327.78	Operating Supplies - Water Fund
45019	Harbor Auto and Truck Parts	\$ 40.30	Repair/Maintenance - Police Dept
45020	HB Portables	\$ 100.00	Portable Toilet - Boat Launch
45021	Hung Right Doors	\$ 297.42	Repair/Maintenance - Fire Dept
EFT Pay	Invoice Cloud-E Pay	\$ 92.20	April 2019 Portal Access Fee
45022	L.N. Curtis and Sons	\$ 1,244.23	Repair/Maintenance - Fire Dept
45023	Lakeside Industries, Inc.	\$ 1,622.64	Operating Supplies - Street Fund

45024	LeMay Mobile Shredding	\$	41.70	Document Shredding
45025	Maneman Electric, Inc.	\$	147.58	Repair/Maintenance - City Hall
45026	Masco Petroleum	\$	817.86	Fuel - Public Works \$720.52 and Fire Dept \$97.34
45027	Northwest Rock, Inc.	\$	1,340.80	Stockpile
45028	Office of Financial Management	\$	3,068.00	April 2019 Fines & Forfeitures
45029	One Call Concepts, Inc.	\$	9.24	Locates
EFT Pay	ONLINE Information Services - EFT Pay	\$	30.80	Credit Reporting Services - April 2019
45030	Pacific County Dept of Public Works	\$	1,615.49	Eklund Park - May 2019
45031	Pacific County Prosecutor	\$	40.94	April 2019 Crime Victims
45032	Pete Hinton	\$	100.00	Interpreter - Municipal Court 4/10/19 & 4/24/19
45033	Pioneer Grocery	\$	45.57	Miscellaneous - City Hall
45034	Pitney Bowes	\$	206.52	Postage Meter Lease - 2/9-5/8-2019
45035	PUD #2	\$	7,866.81	All Depts
45036	Smash	\$	345.40	Archiving & Data Retention - April 2019
45037	South Bend Pharmacy	\$	31.20	UPS Fees - Water Fund
45038	Spargo's Printing	\$	525.04	Operating Supplies - City Hall \$244.00 and Docks \$281.04
45039	Staples	\$	288.02	Office Supplies - Municipal Court \$72.25, City Hall \$72.25, Police \$23.54 and Water \$119.98
45040	The Shop	\$	398.80	Repair/Maintenance - Parks
45041	Three Rivers Mosquito and Vector Control	\$	7,567.00	Larviciding - May 2019
45042	TMG Services	\$	1,082.95	Repair/Maintenance - Water Fund
45043	Traffic Safety Supply	\$	752.62	Operating Supplies - Street Fund
45044	U.S. Postal Service	\$	120.00	PO Box Rental - 1 Year
EFT Pay	Verizon - EFT Pay	\$	120.03	Police Laptops
45045	Vermeer Northwest	\$	513.65	Operating Supplies - Water Fund
EFT Pay	VISA - EFT Pay	\$	909.01	City Hall \$207.79, Police \$405.00, Sewer \$17.61 and Water \$278.61
45046	Willapa Harbor Gun Club, Inc	\$	300.00	Annual Membership - Police Dept
45047	Willapa Harbor Herald	\$	425.26	Legal Notices
TOTAL		\$	308,173.64	

*Mayor Julie K. Struck*

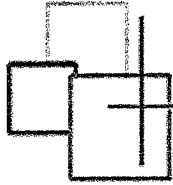
Mayor Struck

*L. D. Houk*

City Supervisor Houk

*[Signature]*

Police Chief Eastham



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>24605</u>	Houk, Lloyd D	2019 - April - Second Council Meeting - April		\$1,650.00
<u>24606</u>	Ashley, Alan	2019 - April - Second Council Meeting - April		\$92.35
<u>24607</u>	Houk, Lloyd D	2019 - April - Second Council Meeting - April		\$2,730.58
<u>24608</u>	AFLAC	2019 - April - Second Council Meeting - April		\$820.74
<u>24609</u>	Association of WA Cities	2019 - April - Second Council Meeting - April		\$3,635.39
<u>24610</u>	Dee Roberts-Coffee Fund	2019 - April - Second Council Meeting - April		\$48.00
<u>24611</u>	Dept of Labor & Industry	2019 - April - Second Council Meeting - April		\$1,847.53
<u>24612</u>	Dept of Retirement Systems	2019 - April - Second Council Meeting - April		\$11,752.44
<u>24613</u>	Employment Security Department	2019 - April - Second Council Meeting - April		\$181.19
<u>24614</u>	Nationwide Retirement Solutions	2019 - April - Second Council Meeting - April		\$405.00
<u>24615</u>	Teamster's Local #252	2019 - April - Second Council Meeting - April		\$512.00
<u>24616</u>	The Bank of the Pacific	2019 - April - Second Council Meeting - April		\$17,926.90
<u>24617</u>	Thorbeckes	2019 - April - Second Council Meeting - April		\$36.70
<u>24618</u>	Washington Counties Insurance Fund	2019 - April - Second Council Meeting - April		\$416.00
<u>24619</u>	Washington State Support Registry	2019 - April - Second Council Meeting - April		\$297.73
<u>24620</u>	Washington Teamsters Welfare Trust	2019 - April - Second Council Meeting - April		\$10,672.80
<u>24621</u>	Burger, Kristian	2019 - April - Second Council Meeting - April		\$593.32
<u>April 2019 Draw Payroll</u>	Payroll Vendor	2019 - April - Second Council Meeting - April		\$11,825.00
<u>April 2019 Payroll</u>	Payroll Vendor	2019 - April - Second Council Meeting - April		\$31,561.63
				<b>\$97,005.30</b>

**CITY OF SOUTH BEND  
COUNCIL MEETING – 04/22/19**

**1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Buchanan, Councilor Williams, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham, City Supervisor Houk and Administrative Assistant Porter. Clerk/Treasurer Roberts was absent.

**3. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES**

A motion was made by Councilor Neve to approve the Agenda, Consent Agenda and the minutes of the April 8, 2019 regular meeting. The motion was seconded by Councilor Williams. **Vote: Ayes-5, Noes-0, Absent-0**

**Vendors – Check #44939 thru Check #44972 - \$52,541.67 Including EFT Payments**

**4. CORRESPONDENCE - NONE**

**5. ORDINANCE #1544 – 2019 BUDGET AMENDMENTS**

Councilor Neve made a motion to accept Ordinance #1544 – 2019 Budget Amendments as presented. The motion was seconded by Councilor Davis. **Vote: Ayes-5, Noes-0, Absent-0**

**6. RESOLUTION #2019-02 – PAYMENT OF CLAIMS PRIOR TO COUNCIL MEETING**

Councilor Neve made a motion to accept Resolution #2019-2 – Payment of Claims Prior to Council Meeting as presented. The motion was seconded by Councilor Williams. **Vote: Ayes-5, Noes-0, Absent-0**

**7. ITEMS FROM THE PUBLIC - NONE**

**8. DEPARTMENT HEAD REPORTS**

- Chief Eastham advised that a civil service list will be conducted for a new police officer. A brief discussion followed.
- City Supervisor Houk advised that the TIB projects for First/Kendrick and Willapa Sidewalk will be going out for bid within the next couple weeks.
- City Supervisor Houk advised that the Central St. Sewer Project will go out for bids probably in August.
- City Supervisor Houk announced that he was going to be meeting with Gray & Osborne, Inc. tomorrow morning regarding Pacific Sunset's final plat submittal.

**9. MAYOR'S REPORT**

- Mayor Struck asked the council members if any of them were planning on attending the Small City Connector Event Wednesday night. None of the council members said they were going.

## 10. COUNCIL COMMENTS

- ❖ Councilor Little asked about diagonal parking problems in front of Pioneer Grocery and the Post Office. A brief discussion followed.
- ❖ Councilor Williams asked about the garbage Spring Clean Up. A brief discussion followed.
- ❖ Councilor Buchanan inquired about the lack of parking when Mary Lou Rogers' Park goes in. A brief discussion followed.
- ❖ Councilor Buchanan asked if the Willapa Sidewalk Project was going to be using most or all of the city's right of way and if there was going to be places for parking. City Supervisor Houk advised yes on both.

## 11. ADJOURNMENT

The meeting was adjourned at 6:00 PM to meet again on Monday, May 13, 2019 for the next regularly scheduled meeting at South Bend City Hall.

\_\_\_\_\_  
**Julie K. Struck**  
Mayor

ATTEST:

\_\_\_\_\_  
**Kim Porter**  
Administrative Assistant

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

WHEREAS, the Legislature (Chapter 54, Laws of 1991) found that a state-wide emergency communications network of enhanced 911 telephone service, which allows an immediate display of a caller's identification and location, would serve to further the safety, health, and welfare of the state's citizens, and would save lives; and

WHEREAS, Chapter 39.34, RCW, the Interlocal Cooperation Act, allow the Members to agree to the joint provision of communication services; and

WHEREAS, the Members as well as the residents of, and visitors to, Pacific County would benefit both in terms of efficiency and economy from a consolidated communications system; and

WHEREAS, it has been determined to be more efficient to provide consolidated communication services through an existing governmental structure; and

WHEREAS, Pacific County is an existing governmental structure encompassing the entire geographic, economic, and population region to be served and is responsible by existing state law for establishing and operating a county-wide enhanced 911 communications system; and

WHEREAS, this Pacific County Communications Interlocal Agreement supersedes and replaces any and all previous Pacific County Communications Interlocal Agreements;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements contained herein, the Members agree as follows:

THIS AGREEMENT is made and entered into by and among the municipal corporations, and political subdivisions held to be municipal corporations within the laws and Constitution of the State of Washington, located either in whole or in part within Pacific County which are parties signatory to this Agreement (collectively "Members", and individually "Member").



# **PACIFIC COUNTY COMMUNICATIONS (PACCOM) INTERLOCAL AGREEMENT**

## **ARTICLE I Purpose**

It is the purpose of this Agreement to provide a consolidated communications system with 911 telephone service for the Members and their agencies, contracting non-member agencies, as well as the residents of, and visitors to, Pacific County and thereby enhance efficiency and economy, and to equitably distribute the cost of this service among the various agencies.

## **ARTICLE II Organization**

A. There is hereby created a consolidated public safety communications center; an agency hereinafter called PACCOM. The parties hereto each hereby assign to such agency the responsibility for public safety communication services in those participating incorporated and unincorporated areas of Pacific County, which are under jurisdiction of any party to this Agreement. Such agency shall be a sub department of Pacific County government within the Sheriff's Office and under the supervision of the Pacific County Sheriff, subject to provisions of this Agreement.

B. Funding sources for PACCOM includes two funds held by the Pacific County Treasurer. One fund is known as Fund 160 "PACCOM", and the other is known as Fund 161 "PACCOM Special Account". All funds received for operating PACCOM other than the approved 1/10<sup>th</sup> sales tax are deposited into Fund 160 and expenses are paid from this account. 1/10<sup>th</sup> sales tax funds are deposited in Fund 161 and will be transferred to Fund 160 as approved by the PACCOM Board for operating expenses and capital purchases or capital facilities.

1. Fund 161 PACCOM Special Account - Per RCW 82.14.420, funds in this account shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communications systems and facilities.
  - a. Decisions regarding how funds collected in this Fund will be expended will be directed by the provisions listed below:
    - i. Expenditures from FUND #161 will only occur with prior approval of the PACCOM Admin Board. This approval will be recorded in the PACCOM Admin Board minutes, and generally will be at the time of the annual budget preparation.
    - ii. In the case of unanticipated capital purchases, the PACCOM Admin Board will call a special meeting to review the request and provide a written recommendation to the BOCC for a supplemental to the current year's budget. Admin Board members can attend the special meeting in person, or join by phone.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

- iii. Beginning in 2016, the first \$50,000 received in sales tax will be reserved for capital purchases. Annually thereafter a minimum of 10% of the sales tax collected in FUND #161 will be reserved in FUND #161 for capital purchases. By a majority vote of the Admin Board, more than the minimum 10% can be reserved for future capital purchases. At no time, can less than 10% be reserved for capital purchases.
- iv. With the approval of the PACCOM Admin Board, revenue that has been reserved in FUND #161 for capital purchases can be included in the upcoming year's budget to offset the cost of specific capital purchases.
- v. Remaining funds ((total funds collected the previous years in FUND #161 minus the amount reserved for capital purchases (\$50,000 in 2016 and min of 10% annually thereafter)) collected the previous year will be used to offset PACCOM operating expenses, including personnel for the upcoming year. For example, total revenue collected in calendar year 2016 minus \$50,000 reserved for capital purchases will be the amount available to be budgeted for 2017.
- vi. Annually, by June 30<sup>th</sup>, the Sheriff's Office will provide a copy of both FUND #160 and FUND 161 status report to the PACCOM Board and Budget Committee. This status report will include projected ending FUND balances for that calendar year.
- vii. In preparing the annual budget for the Budget Committee's review, the PACCOM Director will reduce the overall proposed PACCOM expenses by the estimated FUND #161 revenue that will be budgeted in the upcoming year prior to application of the formula being applied to share expenses among all member agencies. This revenue source will be handled the same as other "outside" revenue sources, it will be deducted from the overall projected PACCOM expenses.
- viii. The PACCOM Budget Committee will prepare two proposed budgets for review and approval by the PACCOM Admin Board. One for FUND #161 which will include a transfer to the PACCOM budget (FUND #160) for operating expenses, and a reserved amount for capital expenses, and the second will be the annual overall PACCOM budget (FUND #160).

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

C. PACCOM is to be separate from any existing emergency response agency for operational control. Operational and/or procedural matters are to be decided upon by the Sheriff. The PACCOM Operations or Administration Boards will be consulted and/or informed about issues provided for in this Agreement.

**ARTICLE III  
Definitions**

As used in this Agreement the words and phrases in this Section shall have the meanings indicated unless the context clearly requires otherwise.

- A. "Communications Services" shall include 24 hours per day, 7 days per week call receiving with a 911 telephone service and call dispatching for all public safety (law enforcement, fire, and emergency medical) services, or any related service recommended for inclusion by the Operations Board, approved by the Administration Board, and confirmed by the Sheriff. Officer safety related law enforcement communications will also include information from the Washington State Patrol Law Enforcement Data Communications System to the local law enforcement agencies.
- B. "County" shall mean the political subdivision organized and existing under the Constitution and Laws of the State of Washington as the municipal corporation Pacific County.
- C. "Member Agencies" shall include the following eligible public safety entities:
  - 1. Law enforcement agencies:
    - a. Pacific County (Pacific County Sheriff's Office)
    - b. City of Long Beach (Long Beach Police Department)
    - c. City of Raymond (Raymond Police Department)
    - d. City of South Bend (South Bend Police Department)
  - 2. Fire agencies:
    - a. City of Ilwaco (Ilwaco Fire Department)
    - b. City of Long Beach (Long Beach Fire Department)
    - c. City of Raymond (Raymond Fire Department)
    - d. City of South Bend (South Bend Fire Department)
    - e. Fire Protection District #1 (Peninsula)
    - f. Fire Protection District #2 (Chinook)
    - g. Fire Protection District #3 (Willapa Valley)
    - h. Fire Protection District #4 (Naselle)
    - i. Fire Protection District #6 (Bay Center)
    - j. Fire Protection District #7 (Nemah)
    - k. Fire Protection District #8 (Rural South Bend)

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

3. EMS Agencies
  - a. North Pacific County Emergency Medical Services (NPCEMS)
- D. "Non-Member Agencies" may include any entity which is not a Member, or any agency of a Member which is not public safety related, but receives communication services provided under Section IV-C of this Agreement including but not limited to:
  1. Pacific County Department of Public Works
  2. Shoalwater Bay Indian Reservation
  3. Pacific County Department of Community Development-Code Enforcement
  4. Local Area Banks
  5. Local Hospital Districts

**ARTICLE IV  
Provision of Communication Services**

- A. The County, through its Sheriff's Office and with the advice and recommendations from the Administration and Operations Boards provided for herein, shall endeavor to provide an affordable solution for providing communications services (PACCOM) using a 911 telephone network for Member and contracting Non-Member Agencies as well as the residents of and visitors to Pacific County.
- B. PACCOM, after consideration by and with the supportive recommendations of the Administration and Operations Boards, may provide communications services to Non-Member Agencies. Non-Member Agencies shall pay rates for these services as recommended by the Joint Budget Committee, and adopted by the Administrative Board as part of the budget adoption process. There will be a minimum fee assessed for every non-member agency.
- C. PACCOM, after consideration by and with the supportive recommendations of the Administration and Operations Boards, may provide related services other than call answering and dispatch services to Member Agencies. Member Agencies shall pay rates for these supplemental services as recommended by the Administrative Board and established by the Board of County Commissioners.

**ARTICLE V  
Personnel**

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

All personnel of PACCOM shall be employees of the Pacific County Sheriff's Office and assigned to PACCOM. They will be subject to all rules and regulations pertaining to Pacific County Sheriff's Office employees, except as modified by collective bargaining agreements with the Board of County Commissioners and the County Sheriff. The Administration and Operations Boards may advise the County representatives as to collective bargaining issues. The County shall be responsible for actual collective bargaining and final contract ratification.

**ARTICLE VI  
Administration Board**

A. The Administration Board will consist of the following nine (9) representatives, or their designees:

1. One Pacific County Commissioner
2. The Mayor or City Councilperson of Ilwaco
3. The Mayor or City Councilperson of Long Beach
4. The Mayor or City Councilperson of South Bend
5. The Mayor or City Councilperson of Raymond
6. The Pacific County Sheriff
7. One "at-large" Fire District Commissioner
8. One Fire District #1 Commissioner
9. One member of the North Pacific County Emergency Medical Services Administrative Board

B. The Administration Board shall:

1. Review and/or change the funding formula as necessary to assure fair and equitable funding of services.
2. Be responsible for approving preliminary and final budgets to recommend for incorporation into the County budget.
3. Develop Non-Member Agency rate recommendations for the Board of County Commissioners' approval.
4. Act in an advisory capacity to the Board of County Commissioners with regard to all issues impacting PACCOM and Members' budgets.
5. Oversee the Operations Board and resolve issues which the Operations Board is unable to reach agreement upon.

C. Any action by the Administration Board will require a meeting conforming to the "Open Meetings" Act and with at least five members present and a majority vote of those present.

**ARTICLE VII  
Operations Board**

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

A. The Operations Board with oversight by the Administration Board will consist of the following eight (8) members, or their designees:

1. The Pacific County Sheriff
2. The Chief of Police of the City of Long Beach
3. The Chief of Police of the City of Raymond
4. The Chief of Police of the City of South Bend
5. The Fire Chief of Raymond Fire Department
6. The Fire Chief of Pacific County Fire Protection District #1
7. Two at-large Fire Chiefs from among the Cities of South Bend, Ilwaco, and Long Beach and Fire Districts 2, 3, 4, 5, 6, 7, and 8.

*Exception: If a Fire Chief serves two (2) jurisdictions/entities, that Fire Chief shall only have one (1) vote.*

B. The Operations Board shall:

1. Develop operational priorities, policies and procedures for recommendation to the PACCOM Director.
2. Review requests for additional communications services and determine if such services should be provided. If such requests are approved by a majority of the Operations Board, the Administration Board shall be provided with the recommendation and cost for the additional services.
3. Review requests for project(s) funded with Homeland Security and/or other grants. Review recommendations and approve grant requests consistent with goals set forth by the Operations Board membership.

C. The law enforcement agency members of the Operations Board shall establish any necessary rules and regulations governing access to, security for, and operation of the data communications network and any Criminal Justice Records Information received by or through means of such network. Such rules and regulations shall be consistent with the provisions and requirements of Chapter 10.97, RCW.

D. Any action, except "C" above, by the Operations Board requires a meeting conforming to the Open Public Meetings Act. At least three members must be present to constitute a quorum, and a majority vote of those present shall constitute a decision of the entire Operations Board. Operations Board members must be present at fifty percent (50%) of scheduled meetings annually. Regular meetings will be scheduled quarterly.

**ARTICLE VIII  
Directorship**

The County Sheriff shall appoint the Director of PACCOM after consulting with the Administration Board. The Director shall be responsible for the PACCOM budget and personnel

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

administration, dispatching, records, communications, security and other PACCOM related functions under the direction of the Pacific County Sheriff and in conformance with the terms and intent of this Agreement.

**ARTICLE IX  
Federal Communications Commission (FCC) Licenses**

Pacific County shall be responsible for maintaining FCC authorization and licensing to operate on radio frequencies for the purpose of 911 calls and other dispatching activities. If Member Agencies continue to operate their respective radio systems, they shall individually be responsible for maintaining FCC authorization and licensing in good standing if such system is part of the overall communications services scheme.

**ARTICLE X  
Technical Expertise**

PACCOM may provide the Administration or Operations Boards, or other parties to this Agreement, with technical expertise as may be required for proper operation of the systems and for procurement of their communications equipment including, but not limited to: FCC Liaison, Licensing, Frequency Coordination, and System Planning, Engineering and Design.

**ARTICLE XI  
Equipment**

Each Member Agency shall be responsible for purchasing, installing, maintaining and repairing its own radio equipment and shall retain all rights to such equipment. New equipment purchased by Member Agencies shall be compatible with the overall communications scheme established by the Administration Board with the recommendation of the Operations Board.

All assets purchased by PACCOM shall be held in the name of Pacific County for the benefit of PACCOM.

**ARTICLE XII  
Frequency Pool**

Individual Member Agencies may elect to enter into agreement with PACCOM to use said agency's FCC authorized frequencies for dispatching purposes as part of a frequency pool. Member Agencies shall retain their FCC authorization rights while participating in the frequency pool. New FCC frequency authorizations obtained by PACCOM shall be held in the name of Pacific County for the benefit of PACCOM.

**ARTICLE XIII  
Dissolution**

This Agreement may be dissolved by agreement of 2/3 of the law enforcement Member Agencies plus 2/3 of the fire and emergency medical service Member Agencies. As an example, the City of

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

South Bend would have one vote as a law enforcement agency and one vote as a fire service agency. Upon dissolution of this Agreement, assets owned by PACCOM at the time of dissolution of the Agreement may be purchased by a Member Agency to this Agreement at a value as determined by the Administration Board and confirmed by the Board of County Commissioners. Property not sold in the foregoing manner shall be disposed of in the same manner as County property; PROVIDED, that equipment purchased with any Federal or State grant shall be disposed of in accordance with the terms of the grant. If no grant or legal provisions govern disposition of the proceeds, then such proceeds shall be divided among the Members based upon each Member's proportionate share of contribution as determined by the funding formula in effect at the time of dissolution.

**ARTICLE XIV  
Budget**

- A. A Joint Budget Committee will be appointed each year by April, consisting of not more than three (3) representatives from the Operations Board and not more than three (3) representatives from the Administration Board. One of the Administration Board representatives shall be a County Commissioner, or their designee, unless said member decides not to participate.
- B. A public meeting of the Operations and Administration Board will be scheduled prior to August 1<sup>st</sup> each year. The purpose of this public meeting will be to review the proposed budget and adoption by the Administration Board.
  - a. At least one week prior to the public meeting all member agencies will receive a copy of the proposed budget for review and comment. Comments will be reviewed at the public meeting prior to action by the Administration Board.
- C. The preliminary budget for the next PACCOM fiscal year that is approved by the PACCOM Administration Board at a public meeting prior to August 1<sup>st</sup> each year shall be submitted by the PACCOM Director as the preliminary budget request to the County. Each Member Agency will be sent a copy of the final budget once it is approved by the Board of County Commissioners.
- D. Each Member and Non-Member Agency will be assessed a minimum annual fee. In 2020, that fee will be \$600 (\$50 per month). The minimum annual fee will be reviewed and adjusted as needed each year by the Joint Budget Committee. This minimum annual fee will be in addition to the "formula" fee calculated per Appendix A.
- E. Each Member and Non-Member Agency shall pay its share of the budget to PACCOM in care of the County Treasurer in no more than four (4) equal installments payable within 25 days of the beginning of each calendar quarter. Failure to pay as provided herein shall constitute a material breach of this Agreement and may result in one or all of the following:
  - 1. Expelling the delinquent Member. This authority shall reside in the Administration



**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
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- Board.
2. Instituting a civil action. If this remedy is chosen Pacific County may seek reasonable costs including, but not limited to: the costs of responsible officials' time, witness fees, reasonable attorney fees and court costs, and any other incidental or consequential damages caused by the failure to timely pay.
  3. Billing interest on the amount owed at a rate of twelve percent (12%) per annum. The authority to impose interest on delinquent accounts shall reside in the Administration Board.
- F. Member protection from expulsion or discontinuance of public safety communication services is contingent upon timely payments and compliance with the terms of this Agreement.

**ARTICLE XV  
Funding**

- A. Funding for PACCOM will be provided through local and state-imposed 911 taxes, local voter approved sales tax, grants, Member Agency and Non-Member Agency service fees, with the balance of the required revenue being derived from the Members through a funding formula. The funding formula shall establish a fair and equitable contribution for each Member. The funding formula is contained in Exhibit A and incorporated herein by this reference.
- B. The funding formula in Exhibit A may be amended to assure fair and equitable funding of the services as follows:
1. The Administration Board may amend the funding formula with a majority vote during a meeting held before July 1<sup>st</sup> and in which there are at least five (5) representatives present. Prior to taking action on a proposed amendment to the funding formula, all Members shall be provided with copies of the proposal and be given an opportunity to submit written comments.
  2. Any change to the funding formula can only be implemented on January 1st of the following year.

**ARTICLE XVI  
Admission of New Parties**

Additional Members and/or agencies may be added to this Agreement upon such terms and conditions as determined by the Administration Board. The admission of such additional parties shall be by written addendum to this Agreement, signed by the Chair of the Administration Board and the new Member or Agency, and confirmed by the Board of County Commissioners.

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## **ARTICLE XVII**

### **Amendments**

- A. Amendments to this Agreement may be made by written agreement of the majority of all Members hereto.
- B. Amendments to this Agreement may also be made as follows:
  - 1. The Administration Board may make amendments by a majority vote of the attending representatives during a meeting in which there at least five (5) representatives present. Prior to taking action on a proposed amendment to this Agreement, all members shall be provided with copies of the proposal and be given an opportunity to submit comments.

## **ARTICLE XVIII**

### **Resolution/Arbitration**

Every reasonable effort will be made by the Administration Board to settle differences of opinion as to the application or interpretation of this Agreement. Except as provided in Article XIV above, any controversy that the Administration Board is unable to resolve between the Members in regard to the application or interpretation of this Agreement may be submitted to and determined by arbitration in accordance with Chapter 7.04 RCW.

## **ARTICLE XIX**

### **Insurance**

Each of the parties to this Inter-local Agreement agrees to indemnify and hold the other parties harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other parties. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

As the PACCOM host, Pacific County, provides County officers, employees and agents associated with PACCOM operations with liability insurance coverage through the Washington Counties Risk Pool. Each member of this Inter-local Agreement is responsible for retaining its own liability

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
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insurance coverage for its independent operations associated with PACCOM, and in the event of comparative liability, each liable party's percentage responsibility shall be primary to Pacific County's liability.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

**ARTICLE XX Duration of Agreement**

This Agreement shall be effective January 1, 2020 through December 31, 2030.; PROVIDED, any Member may withdraw from this Agreement by giving at least six (6) months' advance written notice to the other Members and the Administration and Operations Boards of its intent to withdraw at the end of the current year. A withdrawing member shall remain liable for any damages incurred by Pacific County outside of or beyond the County's general liability coverage that occurred during the time the withdrawing Member was a Member. The withdrawal of any member shall not require dissolution of this Agreement and no compensation or other assets shall be owed to any withdrawing Member; PROVIDED FURTHER, that failure of any Member to perform its obligations under this Agreement shall constitute grounds for withdrawal from this Agreement by any Member adversely affected by such breach upon giving thirty (30) days written notice of intent to withdraw with an explanatory statement to the other Members and the Administration and Operations Boards.

Non-Members shall provide at least six (6) months' advance written notice to the Administration and Operations Boards of their intent to opt-out of communications services at the end of the current year.

Unless dissolved or amended in accordance with the terms herein, this Agreement will renew January 1, 2031 and each subsequent year thereafter subject to terms of withdrawal by a given member agency.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
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**EXHIBIT "A"**

Page 1

Pacific County Communications (PACCOM)  
Funding Formula

**SECTION 1 - PURPOSE**

The purpose of this document is to establish a "funding formula" to determine each member's fair and equitable contribution to support the yearly operational budget of PACCOM. This formula is intended to be used and applied in conjunction with the PACCOM Interlocal Agreement. Any amendments or adjustments to this formula must be in accordance with the terms and conditions of the PACCOM Interlocal Agreement.

**SECTION 2 - FUNDING**

The funding sources for PACCOM are outlined in Article XV of the PACCOM Interlocal Agreement. Any balance of required revenue, after all other revenue sources are exhausted will hereby be called the "Member Budget" and will be funded according to the terms and conditions of this document.

A. Member Budget

The Member Budget will be established through the following procedure:

1. Determine the total PACCOM budget (Article XIV)
2. Deduct all non-member revenue including but not limited to:
  - a. Revenue from contracts
  - b. Any state or local 911 taxes
  - c. Operating transfers from Fund 161-PACCOM Special Account
  - d. Grants
  - e. Donations

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
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- f. Non-member Service fees (above the minimum non-member fee)
- 3. Deduct Minimum Member and Non Member Fees
- 4. From this subtotal deduct 10% as “off the top” County share; this is designed to account for some minor “County only” expenses incurred by PACCOM, as well as to account for County General Fund contributions by residents of all Members. This 10% is funded fully by the County, and will be added to the county contribution.
- 5. The balance resulting from Steps 1-3 above is the “Member Budget” and is subject to the following “Funding Formula”:

**B. Funding Formula**

Once the “Member Budget” amount is determined as previously described, the resulting amount is prorated among the “Law Enforcement”, “Fire” and “Emergency Medical” member agencies based upon the percentage of the average number of CAD incidents for each type of agency (Law, Fire and EMS) over the previous four years. . Once the prorated amount is determined for each type of member agency (% Law, % Fire, % EMS), the specific calculation will be made for each of the agencies within that discipline using the formulas below.

For example, in 202) based on total CAD calls for the previous 4 years, Law is allocated 75% of the total member budget. That total is then appropriated among the various law enforcement agencies based on their percentage of the total law enforcement agencies formula below (50% CAD, 25% Assessed Value and 25% population).

**LAW ENFORCEMENT:** The law enforcement portion shall be prorated using the most recent four (4) year average of population, assessed valuation, and computer aided dispatched (CAD) incidents<sup>1</sup> for each law enforcement member entity. The CAD incidents will be used to calculate 50% of the member agency fees. Assessed value will be used to calculate 25% and population will also represent 25% of the member’s budget.

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<sup>1</sup> CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
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**FIRE** The “Fire” portion shall be prorated using the most recent four (4) year average of assessed valuation and computer aided dispatched (CAD) incidents<sup>2</sup> for each fire member entity. CAD incidents will account for 50% and assessed valuation will account for 50%.

**EMS:** The “EMS” portion shall be prorated using the most recent four (4) year average of assessed valuation and computer aided dispatched (CAD) incidents<sup>3</sup> for each EMS member entity. CAD incidents will account for 50% and assessed valuation will account for 50%.

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<sup>2</sup> CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

<sup>3</sup> CAD incidents are defined as incident entries made by PACCOM telecommunications staff and reported within the Spillman CAD module. CAD incidents may include false alarms, stand downs, etc., and are not related to field response or case generation. CAD incident numbers will be reconciled annually with member agencies prior to budget adoption.

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Frank Wolfe, Chairperson

\_\_\_\_\_  
Lisa Olsen, Commissioner

\_\_\_\_\_  
Michael Runyon, Commissioner

ATTEST:

\_\_\_\_\_  
Kathy Spoor  
Clerk of the Board

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF ILWACO:

\_\_\_\_\_  
Mayor Gary Forner

Attest: \_\_\_\_\_  
Ilwaco City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF LONG BEACH:

\_\_\_\_\_  
Mayor Jerry Phillips

Attest: \_\_\_\_\_  
Long Beach City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF RAYMOND:

\_\_\_\_\_  
Mayor Tony Nordin

Attest: \_\_\_\_\_  
Raymond City Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF SOUTH BEND:

\_\_\_\_\_  
Mayor Julie Struck

Attest: \_\_\_\_\_  
South Bend City Clerk



**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY SHERIFF:

\_\_\_\_\_  
Sheriff Robin K. Souvenir

Attest: \_\_\_\_\_  
Civil Clerk

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_

**PACIFIC COUNTY COMMUNICATIONS (PACCOM)  
INTERLOCAL AGREEMENT**

Authorized this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

NORTH PACIFIC COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_